



**INFORMAL REQUEST FOR PROPOSALS, IRFP# 16-002
INFORMAL PROPOSAL FOR UNDERWATER RECONNAISSANCE TO OBTAIN
ADDITIONAL INFORMATION**

The City of Galveston will accept Informal Proposals for Underwater Reconnaissance to Obtain Additional Information **until 10:00 AM, May 12, 2016** in the City of Galveston Purchasing Office at City Hall, 823 Rosenberg, Room 306, Galveston, Texas 77550. **Proposals received after this time will not be considered.**

A complete set of documents is included. The firm shall submit its response on these forms. A response shall be comprised of the proposal documents completed by the firm plus supplemental information required by the specifications and documents or deemed necessary by the firm to fully describe the offering.

Please mark on the **outside of the envelope and on any carrier's envelope:** "Informal Proposal for Underwater Reconnaissance to Obtain Additional Information, until May 12, 2016, at 10:00 AM CST, IRFP# 16-001", and send to the attention of the Purchasing Department, 823 Rosenberg, Room 306, Galveston, Texas 77550.

The City of Galveston will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the proposal to the Purchasing Office by the deadline above. **Proposals will not be accepted via electronic transmission or facsimile.**

The City of Galveston reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the City of Galveston.

Please submit this page upon receipt.

Acknowledgment Form

IRFP #16-002

**INFORMAL PROPOSAL FOR UNDERWATER RECONNAISSANCE TO OBTAIN
ADDITIONAL INFORMATION**

For any clarifications, please contact the City of Galveston Purchasing Office at (409) 797-3579 or e-mail: purchasing@cityofgalveston.org.

Please mail or e-mail this page upon receipt of the IRFP package or notice of package.

Check one:

☐ **Yes, I am interested in the IRFP.**

☐ **No, I am not interested in the IRFP for the following reason:**

If you are unable to send your **IRFP**, kindly indicate your reason for "No response" above and return this form **via email to purchasing@cityofgalveston.org**. This will ensure you remain active on our vendor list.

Date _____

Company: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Fax: _____

Email: _____

ETHICS STATEMENT (Complete and Return this form with Response)

The undersigned firm, by signing and executing this IRFP, certifies and represents to the City of Galveston that firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by (1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this IRFP; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this IRFP, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Galveston concerning this IRFP on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this IRFP; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Galveston in return for the person having exercised their person's official discretion, power or duty with respect to this IRFP; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Galveston in connection with information regarding this IRFP, the submission of this IRFP, the award of this IRFP or the performance, delivery or sale pursuant to this IRFP.

THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF GALVESTON, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS IRFP.

I have read all of the specifications and general IRFP requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____

AGENT NAME: _____

AGENT SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____

TELEPHONE: _____ EMAIL: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY #: _____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS (**Complete and Return this form with Response**)

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this IRFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

Have not within a three year period preceding this application/IRFP had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this IRFP or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Print)

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**

Date
Received

1. Name of person who has a business relationship with local governmental entity.**2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

INTRODUCTION

INSTRUCTIONS TO PARTICIPATING FIRMS

The City of Galveston Purchasing Office is forwarding a **"Notice to Firms"** requesting informal proposals (IRFP) to perform UNDERWATER RECONNAISSANCE TO OBTAIN ADDITIONAL INFORMATION. This Informal Request for Proposals (IRFP) is to be used as a guide by the firms when preparing the proposal.

SUBMISSION REQUIREMENTS

The City of Galveston is requesting five (5) sets (if mailed or hand delivered) (one original + four copies) and one media source of the proposal to be enclosed in an envelope and plainly marked on the outside of the envelope or on any carrier's envelope: **"Informal Proposal for Underwater Reconnaissance to Obtain Additional Information, IRFP # 16-002, May 12, 2016, 10:00 AM CST"**, to be mailed, sent by overnight courier, or hand delivered to the address listed below.

City of Galveston
Purchasing Department
823 Rosenberg Street, Room 306
Galveston, Texas 77550

Proposals will be accepted until 10:00 AM CST, May 12, 2016. **NO PROPOSAL WILL BE ACCEPTED AFTER 10:00 AM CST ON THE DUE DATE.**

The City of Galveston reserves the right to request additional information or to meet with representatives from responding organizations to discuss points in the IRFP before and after submission, any and all of which may be used in forming a recommendation.

The City of Galveston reserves the right to reject any and all proposals, and to accept the IRFP it considers in its best interest based upon the requirements and descriptions outlined in this IRFP.

Informal Proposals will be acknowledged in the Purchasing Office immediately after the 10:00 AM CST May 12, 2016 deadline for submittal.

All proposals will be managed by City of Galveston in a manner that avoids disclosure of the contents to competing firms and keeps the proposals confidential during any negotiations. All proposals will be open for public inspection as stated in the Texas Public Information Act, after the contract is awarded; however, trade secrets and confidential commercial or financial information in the proposals specifically identified by the firms will not be open for public inspection. Accordingly, all pages in the

proposal that the Firm considers to be proprietary and confidential should be appropriately marked.

Questions or clarifications concerning the City of Galveston requirements may be directed to:

Purchasing Department

E-mail address: purchasing@cityofgalveston.org

****The Subject Line should read: IRFP 16-002 Underwater Reconnaissance to Obtain Additional Information****

Tentative Timeline

1. April 27, 2016 to May 12, 2016 - Vendors work on IRFP
2. May 12, 2016 before 10:00 AM CST - Vendor must submit proposal response documents, if mailed or hand delivered, in an envelope to contact listed below: **PLEASE MARK "ORIGINAL" AND "COPY" Mark Media Source IRFP 16-001 (1 original + 2 copies)**

City of Galveston
Purchasing Department
823 Rosenberg Street, Room 306
Galveston, Texas 77550

IRFP #16-002 Underwater Reconnaissance to Obtain Additional Information
Due May 12, 2016 by 10:00 AM CST

*The above noted information must be included on envelope and on any carrier's envelope/package. The City of Galveston will not be held responsible for missing, lost or late mail. **The City of Galveston will not accept facsimile or electronic transmission of IRFP.***

3. May 12, 2016 – Acknowledge IRFP's at 10:00 AM
4. May 12, 2016 – May 19, 2016 – City of Galveston reviews IRFP
5. Week of May 23rd, 2016 – Award IRFP

Vendor Representative

The successful vendor agrees to send a personal representative with binding authority for the company to the City of Galveston upon request to make adjustments and/or assist with coordination of all transactions as needed.

Determining Factors for Award – See evaluation criteria on page 12

Contract with Vendor/Entity Indebted to City of Galveston

It is a policy of the City of Galveston to refuse to enter into a contract or other transaction with an individual, sole proprietorship, joint venture, Limited Liability Company or other entity indebted to the City of Galveston.

Tax Identification Number (TIN)

In accordance with IRS Publication 1220, a W-9 form, or a W-8 form in cases of a foreign vendor, will be required of all vendors doing business with the City of Galveston. If a W-9 or W-8 form is not made available to the City of Galveston, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W-9 or W-8 form must be included with bid response.** Attached are sample forms.

Taxes

The City of Galveston is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

Signing of Informal Proposal

Failure to manually sign IRFP will disqualify it. Person signing IRFP should show title or authority to bind their firm to a contract.

EEOC guidelines

During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, marital or veteran status or physically challenging condition.

Contract and Purchase Order

The disaster and non-disaster photography services shall be performed in Galveston, Texas. A contract for the services will be placed into effect by means of a purchase order issued by the City of Galveston after evaluation and final approval by the review committee.

City of Galveston Rights

1. If only one or no IRFP is received by "submission date", the City has the right to reject, re-submit, accept and/or extend the IRFP by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all IRFP's and to make award as they may appear to be advantageous to the City of Galveston.
3. The right to hold IRFP for 90 days from submission date without action, and to waive all formalities in IRFP.
4. The right to extend the total IRFP beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (City of Galveston and vendor/contractor) and if firm/vendor holds original IRFP prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the firm/vendor, for delay or non-performance by the firm/vendor; or if it is deemed in the best interest of the City of Galveston for the City of Galveston's convenience.
6. In IRFP, stipulate whether an increase or decrease in services will affect price.

Corrections

Any interpretation, correction, or change of the IRFP will be made by ADDENDUM. Changes or corrections will be issued by the City of Galveston Purchasing Office. **Addenda will be emailed to all who have returned the IRFP Acknowledgement Form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the City of Galveston prior to submitting a response to the IRFP to ascertain if any addenda have been issued, and to obtain all addenda, execute them, and return addenda with the response to the IRFP.

IRFP is Not a Basis for Obligations

This request for competitive informal proposals does not constitute an offer to contract and does not commit the City of Galveston to the award of a contract to anyone or to pay any costs incurred in the preparation and submission of IRFP. The City of Galveston reserves the right to reject any or all proposals that do not conform to the requirements stated in this document. The City also reserves the right to cancel all or part of this request for IRFP for any reason determined by the City to be in the best interest of the City of Galveston.

Rights to Submitted Materials

All proposals and material submitted to the City of Galveston by a firm, in response to this IRFP, shall become the property of the City of Galveston after the proposal submission deadline. The City's return of the proposals/material will be subject to the requirements of the laws of the State of Texas.

Exceptions to IRFP

Please include any exceptions to the IRFP at the end of the proposal document and label them "**EXCEPTIONS**".

Sample Contract

Please include a sample contract with the proposal.

Appropriation of Funds

The City of Galveston has established an appropriation (allocation) of funds for this project. If in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

Required insurance

The successful proposer must carry commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 - general liability (includes products and personal, etc.)

\$1,000,000 - automobile damage

\$500,000 - workers compensation employers' liability

Statutory limits - for workers compensation

Insurance coverage shall be on an "occurrence basis"

Scope of Work

The proposal is for determining:

1. The location and depth of the abandoned 12 inch water and 12 inch sanitary sewer lines,
2. The existing elevation depth of the water and sanitary sewer lines that cross the Galveston Ship Channel,
3. Concrete encasement of the lines,
4. The depth of the ship channel (elevation depth of the ship channel on the Galveston side of the channel),
5. Distance between the new 24 inch water line and the 2 abandoned 12 inch water and 12 inch sewer lines, and
6. As-built details to the extent feasible and preparing preliminary drawings showing the GPS coordinates of the lines in State Plane Coordinates along with the elevations.

The contractor will be responsible for:

- obtaining all required permits for underwater reconnaissance
- security and safety of the contractor's staff and utilization of appropriate protocols and adherence with all applicable laws, and
- providing a report with the requested information (Scope of Work 1 through 6)

Background

In summary, the following background is provided:

- The City has a 12 inch water line and 12 inch sanitary sewer line that crosses under the Galveston Ship Channel between the Sulfur Dock Pier (Just west of Pier 41) and the east side of the Texas A&M boat docking facilities. Both 12 inch lines are out of service. The 12 inch sanitary sewer line was never put into service. The 12 inch water line was put out of service when the new 24 inch water line was installed in 2006.
- The Corps of Engineers will be dredging the Galveston Ship Channel to a greater depth. With both the 12 inch sewer line and the 12 inch water line not being

functional lines, the Corps of Engineers has requested that the City of Galveston remove these lines before the dredging work commences.

- The information provided in this proposal will be used in the Scope of Work for a Request for Proposal to have the two lines removed from the channel.
- Attached are construction plans for the new 24 inch water line that was installed in 2006. It provides general information on the location and depth of the 12 inch water and sewer lines. It also includes an aerial giving very approximate locations of the existing lines between Pelican Island and the Pier 41 area.

1. 12-inch Waterline approximately 1,500 feet long
2. 12-inch Sewer line approximately 1,500 feet long

The following are pictures of the old water and sewer lines that cross the ship channel between Galveston and Pelican Island. On the Galveston side, the utility lines are located in the Pier 41 area. On the Pelican Island side, the utility lines are located along the eastern portion of the Texas A&M boat slip area.

GALVESTON ISLAND SIDE:



PELICAN ISLAND SIDE:



AREAL VIEW OF THE AREA WHERE THE TWO PIPES ARE BURIED IN THE SHIP CHANNEL:



Awarded Firm Requirements:

Awarded firm must supply own:

- Transportation
- Equipment
- Labor

Experience and References

Include a listing of at least five (5) previous clients, specifying the scope and dates of your services, and their contact information, including names, addresses and telephone numbers.

EVALUATION CRITERIA

The following is a description of items to receive consideration in the evaluation of responses for providing Underwater Reconnaissance to Obtain Additional Information. Following each description are the evaluation points associated with the item. Responses failing to show the prime firm performing the plurality of the services shall be rejected as non-responsive.

1. Firm must have at least 10 years' experience in the Diving Industry. Firm must be a member of Association of Diving Contractors International (ADCI). Firm must also have experience and familiarity with Galveston Island. Weight: 10
2. Evidence of the agency's ability to perform the work, as indicated by profiles of the staff's professional and technical competence and experience. Weight: 10
3. Evidence of past performance, in terms of cost control and quality of work (based on references, examples of similar projects, and other pertinent information). Weight: 8
4. Evidence of capability to provide professional quality and services on a timely basis (based on references). Weight: 8
5. Evidence as to whether the agency has a good understanding of the City of Galveston's employees, its facilities, infrastructure, regulations, and other aspects (to include knowledge of municipality rules and regulations). Weight: 10
6. Statement explaining the level of understanding of the scope of work and the methodology to carry it out successfully. Weight: 9

7. Evidence of a policy for the required insurance coverages with the minimum limits in this specification document.
8. Certified statement that the firm is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency. **This form must be submitted with the IRFP to be considered (page 4).**

Indemnity clause

IN ACCORDANCE WITH STATE LAW, THE CONTRACTOR AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF GALVESTON, TEXAS, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LAWSUITS, PROCEEDINGS, JUDGMENTS, OR LIABILITIES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF ANYONE UNDER THE CONTRACTOR'S SUPERVISION OR CONTROL.

IN THE EVENT OF ANY CAUSE OF ACTION OR CLAIM ASSERTED BY A PARTY TO THIS AGREEMENT OR ANY THIRD PARTY, THE CITY WILL PROVIDE THE CONTRACTOR WITH TIMELY NOTICE OF SUCH CLAIM, DISPUTE OR NOTICE. THEREAFTER, THE CONTRACTOR SHALL AT ITS OWN EXPENSE, FAITHFULLY AND COMPLETELY DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM THIS CLAIM, CAUSE OF ACTION, OR NOTICE.

IF THE CONTRACTOR SHOULD FAIL TO SO SUCCESSFULLY DEFEND, THE CITY MAY DEFEND, PAY OR SETTLE THE CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST THE CONTRACTOR FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM, CAUSE OF ACTION, DISPUTE OR LITIGATION.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND CITY OF GALVESTON, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY OF GALVESTON FROM CONSEQUENCES OF CITY OF GALVESTON'S OWN NEGLIGENCE, WHEN THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY OF GALVESTON UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. CONTRACTOR ASSUMES NO LIABILITY FOR THE SOLE NEGLIGENCE OF CITY OF GALVESTON, ITS OFFICERS, AGENTS, OR EMPLOYEES.

Provision to be applied if Indemnity is Void

If the foregoing indemnity provision is found void for any reason, and only in that case, then the parties agree that if any claim or suit for damages of any nature arising out of or occasioned by Contractor's breach of any of the terms or provisions of this Contract or by any negligent act or omission of Contractor, its officers, agents, associates, employees or subcontractors, then Contractor will be obligated to pay for the legal defense of the City, its officers, agents and employees against such claim or suit (including the costs and expenses associated with that defense). It is additionally expressly agreed that any payment due as a result of any successful claim or lawsuit shall be paid by the party or parties found liable in the proportion of liability found against that party after the matter has been finally litigated or, alternatively, in the proportion agreed upon by the parties if the matter is settled. This provision does not waive any immunity or defense available to either party under Texas law. The provisions of this Paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

This agreement is binding upon and is to inure to the benefit of the parties, their successors, assigns, and personal representatives.

City of Galveston
Department of Finance
Purchasing Division

SUBMITTAL INSTRUCTIONS

IRFP# 16-002

Firm shall take into account all incurred expenses and cost of services when submitting the offer please include all documents in the IRFP completed in the following order, including an itemized cost for the project.

If this IRFP is over \$50,000, check below and email the cost sheet with no pricing to purchasing@cityofgalveston.org.

() YES, IRFP is over \$50,000

- **COMPLETED FORMS FROM THE IRFP**
- **SAMPLE CONTRACT**
- **STAFF ASSIGNED TO PROJECT WITH QUALIFICATIONS AND EXPERIENCE**
- **CERTIFICATIONS FOR FIRM AND STAFF**
- **REFERENCES AND SIMILAR PROJECT EXPERIENCE**
- **INSURANCE DOCUMENTS**
- **PROJECT DESCRIPTION AND METHOD OF EXECUTION**
- **ITEMIZED COST OF PROJECT**
- **EXCEPTIONS TO IRFP**
- **MISCELLANEOUS/ADDITIONAL INFORMATION**

DEPARTMENT OF THE ARMY

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining State assent to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings v. Chicago*, 188 U. S., 410.)

16-13168-4

W-N-243-41-PERMIT-3427

PERMIT

Pelican Island Development Corp.
714 25th Street
Galveston, Texas

Office of the District Engineer
Galveston District, Corps of Engineers.
Galveston, Texas
12 April....., 19 56.

Contract Unnumbered

Gentlemen:

Referring to written request dated 20 March 1956

I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of the Army.

to place two 12-inch pipe lines

(Here describe the proposed structure or work.)

in Galveston Channel

(Here to be named the river, harbor, or waterway concerned.)

at a location across the waterway from a point near the west end of Pier No. 41.
(Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

at Galveston, Texas,

in accordance with the plans shown on the drawing attached hereto entitled,
(Or drawings; give file number or other definite identification marks.)

"PROPOSED PIPE LINES, ACROSS GALVESTON CHANNEL AT PIER 41, GALVESTON, GALVESTON COUNTY, TEXAS,"

subject to the following conditions:

(a) That the work shall be subject to the supervision and approval of the District Engineer, Corps of Engineers, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment the interests of navigation so require.

(b) That any material dredged in the prosecution of the work herein authorized shall be removed evenly and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material in the waterway. If the material is to be deposited in the harbor of New York, or in its adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, Whitehall Building, New York City.

(c) That there shall be no unreasonable interference with navigation by the work herein authorized.

(d) That if inspections or any other operations by the United States are necessary in the interest of navigation, all expenses connected therewith shall be borne by the permittee.

(e) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(f) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of the Army, to remove or alter the structural work or obstructions caused thereby without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the United States, and to such extent and in such time and manner as the Secretary of the Army may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable capacity of the watercourse. No claim shall be made against the United States on account of any such removal or alteration.

(g) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(h) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(i) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(j) That if the structure or work herein authorized is not completed on or before ~~the thirty-first~~ day of December, 1959, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

(k) That if, in the judgment of the Chief of Engineers, the said permittee does not at all times exercise due caution in the transportation of oil, gas, or other pollutive, noxious or lethal substances, to prevent conditions deleterious to health or sea food, or hazardous to navigation, or dangerous to persons or property engaged in commerce or otherwise on said waters, this permit may be revoked and all operations authorized by it may be terminated.

By authority of the Secretary of the Army:

FOR COLONEL W. P. McCONE, DISTRICT ENGINEER:

William G. Neely
WILLIAM G. NEELY
Chief, Permit Branch

1 drawing attached

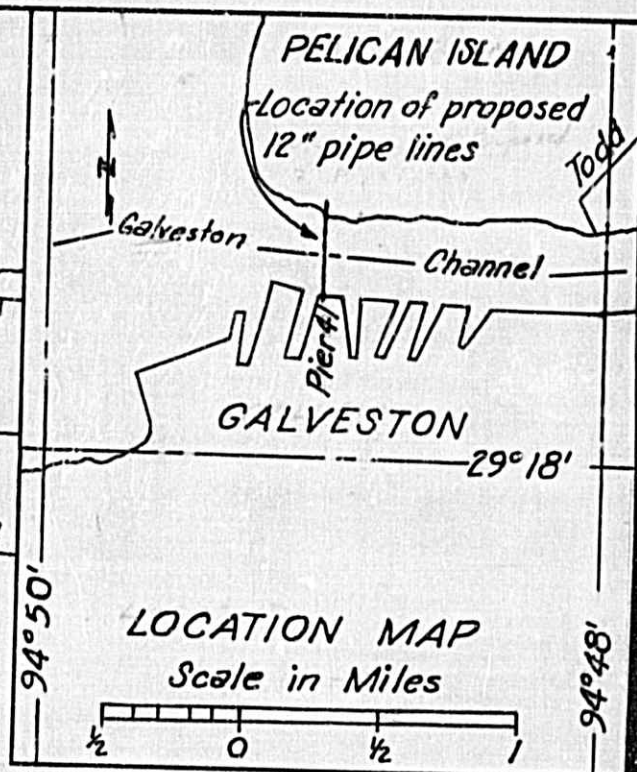
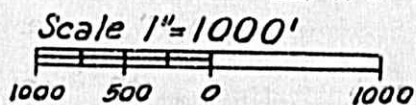
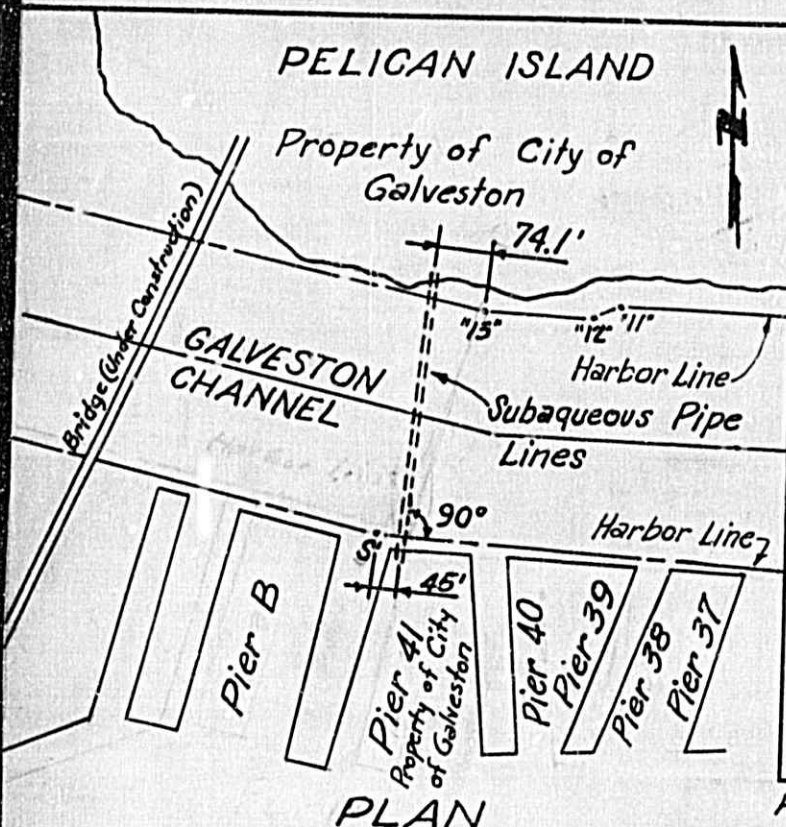
ENG FORM
1 SEP 49

1721 (Civil)

This form supersedes ED Form 96, dated 1 Apr 48, which may be used until exhausted.

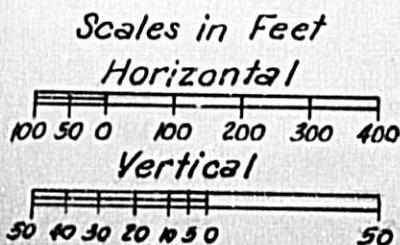
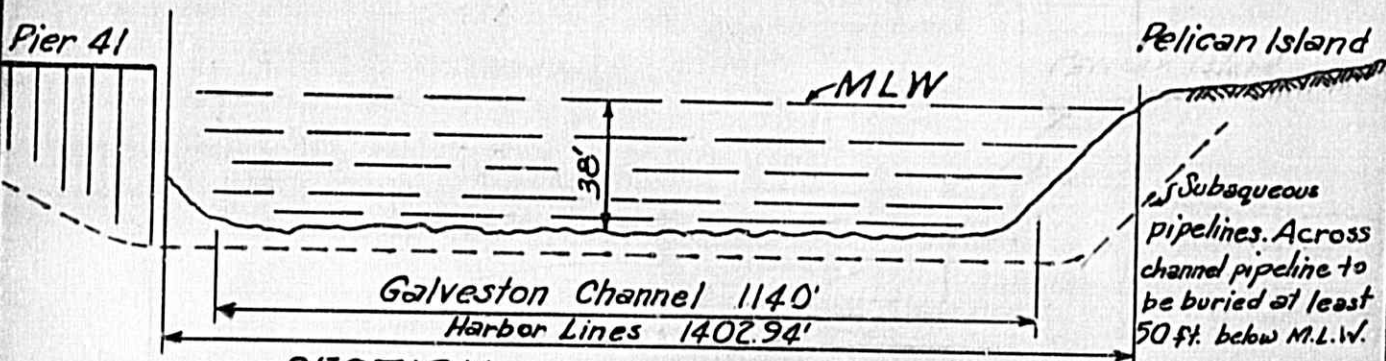
315895

2427
4 prints



From U.S.C. & G.S. Chart No. 886

Lines are to be used for water supply to and sewage disposal from Pelican Island.



**PROPOSED PIPELINES
ACROSS GALVESTON CHANNEL
AT PIER 41, GALVESTON,
GALVESTON COUNTY, TEXAS
APPLICATION BY: PELICAN ISLAND
DEVELOPMENT CORPORATION
MARCH 19, 1956**